

**YogaLondon Limited**

**Terms and conditions**

**Yoga Teacher Training Courses**

## YOGALONDON LIMITED: OUR COURSE TERMS

### 1. DEFINITIONS

- 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:

**Event Outside Our Control:** is defined in clause 8.2;

**Booking:** your Booking for the Course as set out in the schedule to these Terms;

**Course:** the Course that We are providing to you as set out in the Booking;

**Payment Schedule:** the instalment payments (if applicable) set out in the attached schedule and which you agree to make in accordance with these terms but subject also to your rights as set out in these terms;

**Terms:** the terms and conditions set out in this document; and

**We/Our/Us:** YogaLondon Limited, registered office 3rd Floor Hathaway House, Popes Drive, London, England, N3 1QF. (For our trading address and communication details see clauses 11.2 and 11.3).

When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

### 2. OUR CONTRACT WITH YOU

- 2.1. These are the terms and conditions on which We provide the Course to you.
- 2.2. Please ensure that you read these Terms carefully, and check that the details of the Booking in the schedule to these Terms are complete and accurate, before you sign and submit the Booking. If you think that there is a mistake, please contact Us to discuss.
- 2.3. When you submit the Booking, this does not mean We have accepted your Booking. Our acceptance of the Booking will take place as described in clause 2.4. If We are unable to provide the Course, We will inform you of this and will not process the Booking.
- 2.4. These Terms will become binding on you and Us when We contact you that We are able to provide the Course, which We will confirm in writing to you, at which point a contract will come into existence between you and Us.

- 2.5. If any of these Terms conflict with any term of the Booking, the Booking will take priority.

### **3. CHANGES TO BOOKING OR TERMS**

- 3.1. We may revise these Terms from time to time in the following circumstances:
- (a) changes in relevant laws and regulatory requirements;
  - (b) to reflect changes to our course terms.
- 3.2. If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the Booking in accordance with clause 9.1 in these circumstances.
- 3.3. If you wish to cancel the Booking before it has been fulfilled, please see your right to do so in clause 9.

### **4. PROVISION OF THE COURSE**

- 4.1. We will provide the Course to you on the Course date set out in the Booking.
- 4.2. We will make every effort to complete the Course on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.
- 4.3. In the unlikely event that We have to suspend the Course because of organisational problems We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. If you have chosen to pay by instalments you will still have to pay the instalments whilst the Course is suspended under this clause 4.3 provided that we reschedule the Course within 30 days of suspension.
- 4.4. If you do not pay Us for the Course when you are supposed to as set out in clause 6.3, We may suspend your right to attend the Course with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.4.

### **5. IF THERE IS A PROBLEM WITH THE COURSE**

- 5.1. In the unlikely event that there is any problem with the Course:
- (a) please contact Us and tell Us as soon as reasonably possible;

- (b) please give Us reasonable opportunity to address the problem;  
and
  - (c) We will use every effort to resolve the problem as soon as reasonably practicable.
- 5.2. If you are consumer (and not a business), you have legal rights in relation to the Course if it is not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **6. PRICE AND PAYMENT**

- 6.1. The price of the Course will be set out in your Booking. Our prices may change at any time, but price changes will not affect a Booking that We have confirmed with you.
- 6.2. These prices include VAT. However, if the rate of VAT changes between the date of the Booking and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Course in full before the change in the rate of VAT takes effect,
- 6.3. We will require a non-refundable payment to secure your booking. If you choose to pay by instalments then the instalments are due in cleared funds on or before the dates set out in the Booking.
- 6.4. If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 6.5. Once we have accepted your order for the course as set out in clause 2.4 then all payments are due in accordance with the payment schedule regardless of whether you attend all or any part of the course.
- 6.6. If you pay for the Course in instalments and miss any payment then the whole of the outstanding Course fee will become due and payable within 7 days of failure to pay an installment.

## **7. OUR LIABILITY TO YOU**

- 7.1. If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 7.2. You may use the skills you acquire on the course for the purpose of providing yoga training to members of the public but you may not use the Course content for the propose of training other potential yoga trainers looking to acquire yoga teaching skills. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.3. If you intend to provide yoga training to members of the public or currently operate as a business then our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the sum equivalent to the total amount paid by you for the Course.
- 7.4. We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Course Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

## **8. EVENTS OUTSIDE OUR CONTROL**

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 8.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood,

earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

- 8.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Course to you, We will restart the Course as soon as reasonably possible after the Event Outside Our Control is over.
- 8.4. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Course. We will only cancel the contract if the Event Outside Our Control continues for longer than 30 days in accordance with Our cancellation rights in clause 9.

## **9. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 9.1. You may not cancel a Course Booking once the Course has started nor within 30 calendar days of the Course start date. You do however, have the following rights to cancel a Course Booking, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.2 to your material disadvantage:
- (a) you may cancel any course Booking at any time if you contact Us within 30 calendar days of the Booking date (which is the date we confirm that we accept your booking as set out in clause 2.4 above). We will confirm your cancellation writing to you.
  - (b) If you cancel a booking under clause 9.1(a) and you have made any payment in advance (minus the non-refundable deposit fee) we will refund this amount to you.
  - (c) However, if you cancel a Booking under clause 9.1(a) and we have already started work on your Booking by that time, you will pay Us any costs We reasonably incurred in starting to fulfill the Booking, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled a Booking because of Our failure to comply with these Terms (except where we have

been affected by an Event Outside Our Control), you do not have to make any payment to Us.

- 9.2. To cancel a Booking, you can complete the cancellation form which will be included in our e mail confirming your Booking. If you use this method we will e-mail you to confirm we have received your cancellation. Alternatively you may use a copy of the form which is attached at the back of these Terms.

You can also e-mail us at [ellesse@yogalondon.net](mailto:ellesse@yogalondon.net) or contact us on 020 3286 2534 or by post to YogaLondon Ltd, PO Box 72596, London, NW26 9LG. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

- 9.3. Once We have begun to provide the Course to you, you may cancel the contract for Course with immediate effect by giving Us written notice if:

- (a) We break this contract in any material way and We do not correct or fix the situation within 5 working days of you asking Us to in writing;
- (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
- (c) We change these Terms under clause 3.1 to your material disadvantage;
- (d) We are affected by an Event Outside Our Control.

## **10. OUR RIGHTS TO CANCEL OR ALTER A COURSE AND COURSE VENUE**

- 10.1. If We have to cancel a Booking or part of a Course Booking before the Course start.

- (a) We may have to cancel an Booking before the start date for the Course, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Course. We will promptly contact you if this happens.
- (b) If We have to cancel an Booking under clause 10.1(a) and if you have made any payment in advance for a Course that have not been provided to you, We will refund these amounts to you.

- 10.2. Once the Booking has confirmed (as set out in clause 2.4), We may cancel the contract for the Course at any time by providing you with at least 7 calendar days' notice in writing. If you have made any payment in advance for any part of a Course that has not been provided to you, We will refund these amounts to you.
- 10.3. We may cancel the contract for the Course at any time with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 6.3. This does not affect Our right to charge you interest under clause 6.4; or
  - (b) you break the contract in any other material way and you do not correct or fix the situation within seven days of Us asking you to in writing.
- 10.4. We are unable to guarantee availability of the venue of the Course set out in the Booking. This is because we hire appropriate venues according to the course being offered. We rely on third parties to ensure the venue is accessible and ready for use in accordance with the standards we require. If we decide to relocate the Course venue we will notify you of the alternative Course location which will be within a 5 mile radius of the venue set out in the Booking.

## **11. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 11.1. We are a company registered in England and Wales. Our company registration number is 07071487 and Our registered office is at 3rd Floor Hathaway House, Popes Drive, London, England, N3 1QF.
- 11.2. If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 020 3286 2534 or by e-mailing Us at [ellesse@yogalondon.net](mailto:ellesse@yogalondon.net).
- 11.3. If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by hand, or by pre-paid post to YogaLondon Limited, PO Box 72596, LONDON, NW26 9LG or by e-mail at [ellesse@yogalondon.net](mailto:ellesse@yogalondon.net). We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Booking.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 12.1. We will use the personal information you provide to Us to:
- (a) provide the Course;



- (b) process your payment for such Course; and
- (c) inform you about similar products or Course that We provide, but you may stop receiving these at any time by contacting Us.

12.2. We will not give your personal data to any third party.

### **13. YOUR FITNESS**

13.1. You will be required to complete a medical declaration prior to commencement of the Course. The declaration will confirm that you are in good health and there are no medical reasons why you should not partake in a yoga/fitness course.

13.2. We reserve the right to cancel a Booking without compensation if you fail to complete and return the declaration to us prior to the Course commencement date and we will charge the appropriate Cancellation Charge.

13.3. You must notify us of any medical issues prior to the Course commencement date which may rise after completion of the medical declaration and the provisions of clause 13.2 will apply.

### **14. OTHER IMPORTANT TERMS**

14.1. We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

14.2. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing and you pay our reasonable administration costs for effecting such change, such costs to be paid in advance.

14.3. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

14.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in

writing, and that will not mean that We will automatically waive any later default by you.

- 14.6. These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## MODEL INSTRUCTIONS FOR CANCELLATION

### RIGHT TO CANCEL

You have the right to cancel this contract within 30 days without giving any reason.

The cancellation period will expire after 30 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us either:

- In writing to: YogaLondon Limited, PO Box 72596, LONDON, NW26 9LG; or
- By emailing us: [ellesse@yogalondon.net](mailto:ellesse@yogalondon.net);
- Or calling us on: 020 3286 2534 of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and no later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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